

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

ROOSEVELT CAYMAN ASSET  
COMPANY II

Plaintiff

vs

YAMARIS RODRIGUEZ-RODRIGUEZ

Defendant

CIVIL 15-2354CCC

**DEFAULT JUDGMENT**

On September 28, 2015, Roosevelt Cayman Asset Company II ("RCAC-II") filed the instant Complaint against defendant Yamaris Rodríguez-Rodríguez (hereinafter "defendant") for defendant's non-compliance with the terms and conditions of a loan and mortgage deed in the amount of ONE HUNDRED FORTY SEVEN THOUSAND DOLLARS (\$147,000.00), executed on May 31, 2005. Defendant Yamaris Rodríguez-Rodríguez was served with Summons and the Complaint in the instant case on October 26, 2015.

Pursuant to Rule 12(a)(1)(A) of the Federal Rules of Civil Procedure, defendant was required to serve the answer, or otherwise plead to the Complaint on or before November 16, 2015.

As of this date, defendant has failed to defend against RCAC-II's claims in the instant case. The detailed sufficiency of the Complaint, the undisputable nature of the facts of this collection action, and the affidavit attached to the Motion Requesting Default Judgment (**D.E. 9**) make default judgment the appropriate remedy.

This Court makes the following findings of fact:

1. On May 31, 2005, defendant obtained a loan from Doral Mortgage Corporation, and executed a Mortgage Note in the amount of ONE HUNDRED

CIVIL 15-2354CCC

2

FORTY SEVEN THOUSAND DOLLARS (\$147,000.00), repayable with an interest rate of six point fifty percent (6.50%) *per annum*. On November 28, 2012, the aforementioned Mortgage Note was modified regarding the principal amount, interest and maturity date, becoming its new principal in the amount of ONE HUNDRED FIFTY ONE THOUSAND TWENTY TWO DOLLARS WITH FORTY SEVEN CENTS (\$151,022.47).

2. As guarantee of the repayment obligation evidenced by the Mortgage Note, defendant also executed on May 31, 2005 Mortgage Deed number 343 before Notary Public Vivian S. Alfonso-Rivera, and on November 28, 2012, Modification Deed number 211 before Notary Public Leilany Carrión-del Toro, encumbering property number 13722, which property is owned by defendant.

3. The Mortgage Deed executed by defendant is recorded at the Registry of Property of Puerto Rico, in the Section, Registry Book and page, under the property which description, in the Spanish language is:

URBANA: Solar No. 27 del Bloque "F", radicado en la URBANIZACION PASEO DE SANTA BARBARA, localizado en el Barrio Rincón del Municipio de Gurabo. Tiene una cabida de 338.0000 metros cuadrados. En lindes por el Norte, en una distancia de 13.00 metros, con la Calle No. 6; por el Sur, en una distancia de 13.00 metros, con el solar No. 2 del Bloque "F"; por el Este, en una distancia de 26.00 metros, con el solar No. 28 del Bloque "F"; y por el Oeste, en una distancia de 26.00 metros, con el solar No. 26 del Bloque "F."

Property number 13722, recorded at page 41 of volume 358 of Gurabo, Registry of the Property of Caguas, Second Section.

4. RCAC-II is the owner and holder of the mortgage note of ONE HUNDRED FORTY SEVEN THOUSAND DOLLARS (\$147,000.00), originally issued to the order of Doral Mortgage Corporation.

CIVIL 15-2354CCC

3

5. Defendant defaulted on the repayment obligation to RCAC-II and, for said reason RCAC-II accelerated the debt and declared due the obligation under the mortgage note.

6. As of November 16, 2015, defendant owed the principal amount of \$147,592.28; accrued interest since October 1, 2014, at the annual interest rate of three point zero six thousand four hundred eight percent (3.06408%); accrued late charges in the amount of \$224.19, and expressly agreed-upon attorneys' fees and legal costs in the amount of \$14,700.00 for a total amount of \$162,516.47.

The Court makes the following conclusions of law:

This Court has jurisdiction to entertain the claims pleaded herein under 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

For diversity purposes, plaintiff RCAC-II is a legal entity organized under the laws of Cayman Islands, having its principal place of business in the Cayman Islands. Defendant is a citizen of the Commonwealth of Puerto Rico. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a), (b), and (c), since all operative facts alleged herein were committed within the Commonwealth of Puerto Rico Commonwealth of Puerto Rico.

Defendant is indebted to RCAC-II for the loan granted on May 31, 2005, which is past due and payable. Furthermore, the defendant herein breached the repayment obligation with RCAC-II under the Puerto Rico Civil Code, and the Puerto Rico Mortgage Law.

Plaintiff RCAC-II is entitled to judgment as a matter of law against defendant, in the amount of **\$162,516.47** as of **November 16, 2015**, which will

CIVIL 15-2354CCC

4

continue to accrue interest at the contractual rate. Judgment shall be entered accordingly.

SO ORDERED, ADJUDGED AND DECREED.

At San Juan, Puerto Rico, on December 30, 2015.

S/CARMEN CONSUELO CEREZO  
United States District Judge